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YAO LIN

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SAN FERNANDO VALLEY DIVISION

In re

YAO LIN,

Debtor.

Case No. 1:23-bk-10733-MB

Adv. No. 1:23-ap-01036-MB

Chapter 7

Hon. Martin R. Barash

BEIJING SOUFUN SCIENCE AND
TECHNOLOGY DEVELOPMENT CO., LTD.,

Plaintiff,

v.

YAO LIN,

Defendant.

**DEFENDANT YAO LIN'S SEPARATE
STATEMENT IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT
OR, ALTERNATIVELY, SUMMARY
ADJUDICATION**

Date:

Time:

Place: 21041 Burbank Blvd., Crtrm 303
Woodland Hills, CA 91367

Judge: Hon. Martin R. Barash

1 **TO THE HONORABLE MARTIN R. BARASH, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE PLAINTIFF, AND**
3 **ALL OTHER PARTIES IN INTEREST:**

4 In compliance with this Court's Local Bankruptcy Rule 7056-1(b)(2), Defendant YAO
5 LIN ("LIN" or "Defendant") hereby submits the following separate statement of undisputed
6 material facts ("UMFs") in support of Defendant's motion for summary judgment on the
7 adversary complaint ("AC") filed by plaintiff BEIJING SOUFUN SCIENCE AND
8 TECHNOLOGY DEVELOPMENT CO., LTD. ("Plaintiff" or "BSF").

9 **UNCONTROVERTED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF**

10 **MOTION FOR SUMMARY JUDGMENT [LBR 7056-1(b)(2)]**

11 **SUMMARY JUDGMENT**

UMF	YAO LIN'S UNDISPUTED MATERIAL FACTS AND SUPPORTING EVIDENCE	PLAINTIFFS' RESPONSES AND SUPPORTING EVIDENCE
No. 1	<p>On or about March 17, 2014, Jia Chen, LIN's partner, found out that LIN was having an affair, and the two signed a divorce and separation agreement. Under that agreement, the couple's joint accounts in the US were assigned to Jia Chen. Additionally, LIN agreed to pay 5 million Chinese RMB to Jia Chen in alimony/child support. In return, LIN maintained sole ownership of his companies (worth approximately \$120 million USD at that time). Additionally LIN retained ownership of his real property in Zhenjiang, China while Jia Chen retained ownership of her real property in Beijing, China. Finally, each party was responsible for his or her own debts.</p> <p><u>LIN's Evidence in support of Motion:</u></p> <ul style="list-style-type: none">• Exh. 1 (Divorce Agreement between LIN and Jia Chen)	

	<ul style="list-style-type: none"> • Exh. 2 (Declaration of LIN in Support of LIN's Motion, ¶ 2-3) • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 2-3) • Exh. 4 (Doc #2 [Jia Chen's email with Amy Chang Lee dated March 18, 2014]) 	
No. 2	<p>In or about August 2014, Jia Chen and LIN reunited, with Jia Chen agreeing to give LIN another chance. They kept their divorce agreement in place as Jia Chen had not yet come to fully trust her husband.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of LIN in Support of LIN's Motion, ¶ 4) • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 4) • Exh. 5 (Doc # 5 [Latigo Bay Grant Deed]) 	
No. 3	<p>On July 13, 2015, LIN and Jia Chen purchased real property located at 27487 Latigo Bay View Drive in Malibu, CA (the "Latigo Property") for \$4.75 million USD.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of YAO LIN in Support of LIN's Motion, ¶ 5) • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 5) • Exh. 6 (Doc #3 [Jia Chen's email with 	

	Amy Chang dated August 5, 2014])	
No. 4	<p>On or about September 16, 2015, plaintiff Beijing Soufun Science and Technology Development Co., Ltd. (“Plaintiff”) entered into an Agreement on Settlement of Outstanding Amount and the Termination of Nominee Holding the Final Award (the “Termination Agreement”) with Allscore Payment Services Co., Ltd. (“Allscore”); Beijing Zhonghan Hailian Assets Management Co., Ltd. (“Hailian”); and Nanning Xuyin Business Co., Ltd. (“Xuyin”).</p> <p><u>LIN’s Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of YAO LIN in Support of YAO LIN’s Motion, ¶ 6) • Exh. 31 (Plaintiff’s AC ¶ 9, pg. 1) 	
No. 5	<p>Under the Termination Agreement, Allscore and Hailian are jointly and severally liable for payment of an outstanding principal amount and liquidated damages amount owed to Plaintiff in connection with a prior 2014 contractual agreement.</p> <p><u>LIN’s Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 31 (Plaintiff’s AC ¶ 1, pg. 1-2) 	
No. 6	<p>Additionally, on September 16, 2015, Plaintiff entered into a Guarantee Contract (the “Guarantee Contract”) with LIN, Beijing Longhe Trading Co. Ltd. (“Longhe”) and Xuyin. Under the Guarantee Contract, Xuyin, LIN and Longhe are jointly and</p>	

1		severally liable for all obligations borne by Allscore and Hailian under the Termination Agreement.	
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4		<u>LIN's Evidence in Support of Motion:</u>	
5		• Exh. 7 (Doc #6 [Pillsbury Legal Document page 6])	
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7		• Exh. 31 (Plaintiff's AC ¶ 10, pg. 2)	
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9	No. 7	However, in entering into the Guarantee Contract, LIN made no representations which he knew were false, and he had no intent to deceive Plaintiff. LIN believed at the time that he and the companies were solvent and that their holdings were sufficiently valuable to guarantee the Termination Agreement. Specifically, LIN believed that Hailian's held equity in Guilin Bank would be worth 45 million USD at that time.	
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18		<u>LIN's Evidence in Support of Motion:</u>	
19		• Exh. 2 (Declaration of LIN in Support of LIN's Motion, ¶ 8-9)	
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21	No. 8	On September 29, 2017, LIN and Jia Chen purchased real property located at 31663 Broad Beach Road, Malibu, CA (the "Broad Beach Property") with \$2.82 million USD, which included a \$1.5 million USD loan from East West Bank under both names.	
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27		<u>LIN's Evidence in Support of Motion:</u>	
28		• Exh. 2 (Declaration of LIN in Support of	

1	LIN's Motion, ¶ 10)	
2	• Exh. 3 (Declaration of Jia Chen in Support	
3	of LIN's Motion, ¶ 6)	
4	• Exh. 8 (Doc #10 [Broad Beach Grant	
5	Deed])	
6	No. 9 After Allscore failed to make payments in	
7	accordance with the Termination	
8	Agreement—and Mr. Lin, Hailian, and	
9	Longhe failed to satisfy those payments in	
10	accordance with their guarantor obligations	
11	under the Termination Agreement and	
12	Guarantee Contract—Plaintiff submitted a	
13	breach of contract claim for arbitration	
14	before the China International Economic and	
15	Trade Arbitration Commission (“CIETAC”)	
16	on or about January 23, 2018.	
17	<u>LIN's Evidence in Support of Motion:</u>	
18	• Exh. 31 (Plaintiff's AC ¶ 11, pg. 2)	
19	No. 10 In January of 2018, Jia Chen discovered that	
20	LIN had continued his affair after seeing	
21	messages on LIN's phone corresponding	
22	with his mistress.	
23	<u>LIN's Evidence in Support of Motion:</u>	
24	• Exh. 2 (Declaration of LIN in Support of	
25	LIN's Motion, ¶ 11)	
26	• Exh. 3 (Declaration of Jia Chen in Support	
27	of LIN's Motion, ¶ 7)	
28	• Exh. 9 (Doc #14 [screenshots and	
	translation]	

No. 11	<p>After discovering LIN's continued affair, Jia Chen immediately had a new divorce agreement drafted and the parties signed the agreement. The new divorce agreement provided that Jia Chen would have the rights to the properties located in the United States, the Latigo Property, the Broad Beach Property, and the couple's American-based joint bank accounts and finance management accounts. In exchange, Jia Chen agreed to be solely responsible for the loans on the Latigo Property and the Broad Beach Property and, although not concurrent with the divorce, paid LIN approximately \$2.74 million (consisting of a \$2.34 million wire to help LIN keep his companies afloat and approximately \$400,000 in payments for LIN's legal fees). In addition, LIN kept his Chinese businesses, Jia Chen gave up any community property interest in those companies, and the couple's assets in China became LIN's separate property. Finally, LIN agreed to pay \$100,000 per month to Jia Chen and his children, who would remain in the United States with their mother. At the time that LIN and Jia Chen entered into the agreement, each individual felt that he or she had received a fair value, and LIN's net worth increased by removing the properties as liabilities.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of LIN in Support of LIN's Motion, ¶ 12) • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 8-9) • Exh. 10 (Doc #15 [Memorandum of Agreement and translation]) 	

<p>1 No. 12</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p>	<p>At the time that the new divorce agreement was signed the Latigo Property was valued at about \$2.35 million USD (value of \$4.75 million minus \$2.4 million loan), and the Broad Beach Property was valued at about \$1.32 million USD (value of \$2.82 million minus \$1.5 million loan). The total value of the properties transferred was \$3.65 million USD.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of LIN in Support of LIN's Motion, ¶ 14) • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 9) 	
<p>14 No. 13</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p>	<p>On September 6, 2019, the arbitration tribunal issued a final award ("Final Award") in favor of Plaintiff and against LIN.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 31 (Plaintiff's AC ¶ 12, pg. 2) 	
<p>21 No. 14</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>In November of 2018, the Latigo Property was destroyed in the Woolsey Fire. At the time the Latigo Property had no insurance coverage.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 3 (Declaration of Jia Chen in Support of YAO LIN's Motion, ¶ 11) 	

1		• Exh. 11 (Doc #17 [Denial Letter from Farmers])	
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4	No. 15	In November and December 2018, Jia Chen wrote applications for disaster relief funds to FEMA and the Malibu Emergency Relief Fund. In both application letters, Jia wrote that she and LIN were separated and in divorce proceedings.	
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10		<u>LIN's Evidence in Support of Motion:</u>	
11		• Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 12)	
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13		• Exh. 12 (Doc #18 [Email to Malibu relief fund December 31, 2018])	
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15		• Exh. 13 (Doc #19 [Jia Chen's official record and application on FEMA website.]	
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17	No. 16	On January 7, 2019, LIN went to the US embassy in Beijing to notarize the transfer of the Latigo Property and the Broad Beach Property to Jia Chen.	
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21		<u>LIN's Evidence in Support of Motion:</u>	
22		• Exh. 2 (Declaration of Yao Lin in Support of LIN's Motion, ¶ 15)	
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24		• Exh. 14 (Doc # Doc #20 [Grant Deed Notary of 27487 Latigo])	
25			
26		• Exh. 15 (Doc #21 [Grant Deed Notary of Broad Beach.]	
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1 2 3 4 5 6 7 8 9	<p>No. 17 At the time that LIN notarized the transfers to Jia Chen, the Latigo Property was only a burnt and empty plot of land which still had a \$2.2 million USD loan secured against it. Thus, at that time the net value of the Latigo Property was about \$0 dollars.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 14) 	
10 11 12 13 14 15 16	<p>No. 18 Jia Chen has paid the loans on the Latigo Property and the Broad Beach Property by herself since January 2018.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 15) 	
17 18 19 20 21 22 23 24 25 26 27 28	<p>No. 19 On March 18, 2019, grant deeds for the Latigo Property and the Broad Beach Property were recorded reflecting a change in title to Jia Chen as her sole and separate properties.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 16) • Exh. 16 (Doc #25 [Grant Deed of 27487 Latigo]) • Exh. 17 (Doc #26 [Grant Deed of Broad Beach.] 	

<p>No. 20</p>	<p>A Memorandum of understanding with Wirecard confirmed that LIN's company, Allscore, was worth 800 million Chinese RMB as of May 2019.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 3 (Declaration of Yao Lin in Support of LIN's Motion, ¶ 18-20) • Exh. 18 (Doc #27 [MOU with Wirecard]) 	
<p>No. 21</p>	<p>In September 2019, after a year of separation, Jia Chen found out LIN had wired money to his mistress and so Jia Chen contacted a lawyer to finalize their divorce.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 17) • Exh. 19 (Doc #28 [Transfer Record Showing Money Sent to Mistress]) • Exh. 20 (Doc #29 [WeChat Records with Attorney]) 	
<p>No. 22</p>	<p>On September 12, 2019, Jia Chen and LIN registered their divorce in China. The divorce registration merely confirmed the terms of their earlier separation agreement.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of Yao Lin in Support 	

1	of LIN's Motion, ¶ 17)	
2	• Exh. 3 (Declaration of Jia Chen in Support	
3	of LIN's Motion, ¶ 18)	
4	• Exh. 21 (Doc #30 [translation of divorce	
5	agreement])	
6	• Exh. 22 (Doc #31 [Divorce Certification.]	
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8	No. 23 On November 5, 2019, Wirecard signed an	
9	agreement to buy Joydragon and Aiwu for a	
10	total of €78,695,023. LIN owned 100% of	
11	Joydragon, which owns 69% of Apple	
12	Consulting. Apple Consulting was the	
13	holding company of Allscore and owned	
14	98.24% shares. The agreement recognized	
15	that the total value of Allscore was EUR	
16	78,695,023 (\$120 million USD at that time).	
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18	<u>LIN's Evidence in Support of Motion:</u>	
19	• Exh. 2 (Declaration of LIN in Support of	
20	LIN's Motion, ¶ 18-20)	
21	• Exh. 23 (Doc #33 [Purchase Agreement	
22	page 2-3])	
23	• Exh. 24 (Doc #34 [Joy Dragon	
24	Registration])	
25	• Exh. 25 (Doc #35 [New Article About	
26	Wirecard's acquisition of Allscore])	
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28	No. 24 On December 24, 2019, Jia Chen was	
	convinced to give LIN another chance.	
	However, given their past history Jia Chen	
	demand a prenuptial agreement keeping	
	their asset arrangements from their previous	
	agreements and maintaining their financial	
	lives as separate. As part of the prenuptial	

1		agreement LIN agreed to continue paying \$150,000.000 each month to Jia Chen and his children.	
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4		<u>LIN's Evidence in Support of Motion:</u>	
5		• Exh. 2 (Declaration of Yao Lin in Support of LIN's Motion, ¶ 21)	
6		• Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 19)	
7		• Exh. 26 (Doc #37 [translation of prenuptial agreement agreement])	
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11	No. 25	On December 30, 2019, deciding to give their marriage another chance for the sake of their children, LIN and Jia Chen remarried.	
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15		<u>LIN's Evidence in Support of Motion:</u>	
16		• Exh. 27 (Doc #38 [remarriage certificate])	
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18	No. 26	In January 2020, LIN moved to the United States and became a U.S. permanent resident in order to reunite with his family.	
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22		<u>LIN's Evidence in Support of Motion:</u>	
23		• Exh. 2 (Declaration of Yao Lin in Support of LIN's Motion, ¶ 23)	
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25	No. 27	In June 2020, Wirecard was embroiled in a scandal and went bankrupt after never fulfilling its contractual agreements with Allscore. As a result, Allscore's business was suspended by the People's Bank of	
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1	China, and Allscore lost its income.	
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4	<u>LIN's Evidence in Support of Motion:</u>	
5	• Exh. 28 (Doc #41 [news report of scandal])	
6	• Exh. 29 (Doc #42 [Yao Lin's email with wirecard])	
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9	No. 28 In March 2021, the \$1.5 million USD mortgage on the Broad Beach Property, which was still under both LIN and Jia Chen's names, was paid off by Jia Chen, who borrowed a new loan from East West bank under only her own name.	
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14	<u>LIN's Evidence in Support of Motion:</u>	
15	• Exh. 3 (Declaration of Jia Chen in Support of LIN's Motion, ¶ 21)	
16	• Exh. 30 (Doc #50 [Escrow Document, Borrower Statement and Instruction])	
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20	No. 29 On March 23, 2023, the United States District Court for the Central District of California (the "District Court") granted Plaintiff's Petition for Confirmation, Recognition, and Enforcement of Foreign Arbitration Award (the "Enforcement Petition"), and entered judgment on April 12, 2023 for \$21,165,155.97, plus pre-judgment interest (the "Domestic Judgment").	
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26	<u>LIN's Evidence in Support of Motion:</u>	
27	• Exh. 31 (Plaintiff's AC ¶13, pg. 2)	
28		

1 2 3	No. 30	On March, 29, 2023, LIN filed for Chapter 7 Bankruptcy.	
4 5 6 7 8 9 10 11	No. 31	<p>The alleged transfer of \$800,000.00 from LIN's alleged East West Bank Accounts contained in Plaintiff's Adversary Complaint at paragraphs 30-37 never occurred.</p> <p><u>LIN's Evidence in Support of Motion:</u></p> <ul style="list-style-type: none"> • Exh. 2 (Declaration of Yao Lin in Support of LIN's Motion, ¶ 26) 	

SUMMARY ADJUDICATION ON PLAINTIFFS FIRST CAUSE OF ACTION

13 14 15 16	No. 1	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above.	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above in their entirety including all exhibits and evidence thereto.
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SUMMARY ADJUDICATION ON PLAINTIFFS SECOND CAUSE OF ACTION

18 19 20	No. 1	Defendants hereby incorporate by reference UMF 31, as set forth above.	Defendants hereby incorporate by reference UMF 31, as set forth above in their entirety including all exhibits and evidence thereto.
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SUMMARY ADJUDICATION ON PLAINTIFFS THIRD CAUSE OF ACTION

22 23 24	No. 1	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above.	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above in their entirety including all exhibits and evidence thereto.
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SUMMARY ADJUDICATION ON PLAINTIFFS FOURTH CAUSE OF ACTION

26 27 28	No. 1	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above.	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above in their entirety including all exhibits and evidence
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thereto.

SUMMARY ADJUDICATION ON PLAINTIFFS FIFTH CAUSE OF ACTION

No. 1	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above.	Defendants hereby incorporate by reference UMFs 1 through 31, as set forth above in their entirety including all exhibits and evidence thereto.
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Dated: May 15, 2025

LO & LO LLP

By: 

Jonathan J. Lo
Kelvin J. Lo
Brendan T. Molloy
Attorneys for Debtor/Defendant
YAO LIN